AMERICAN ARBITRATION ASSOCIATION

SHANE HARRINGTON, H & S CLUB OMAHA, INC., and BRAD CONTRERAS,

Claimants,

- versus -

ANDREA GROVE, CHRYSTINA WINCHELL, DIANA BLANCO, JADE GUERRERO, ALLYIA LEWIS, RYLEE STRUBLE, and TONYA ZEMUNSKI-CONTRERAS,

Respondents.

Case: 01-20-0007-2758

SECOND AMENDED COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

INTRODUCTION

Claimants submit these claims against Respondents for damages for breach of contract, tortious interference with contracts, defamation, invasion of privacy, confidentiality violations, intentional infliction of emotional distress, together with requests for equitable relief and attorneys' fees. Respondents were part-time exotic dancers at Club Omaha who executed dozens of Independent Contract Dancer Agreements and Membership Agreements with Claimants since 2017 (collectively attached as Exhibit "A"). Each dancer executed at least two contracts with Claimants. All of these contracts contain arbitration clauses and confidentiality agreements.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

- 1) All dancers at Club Omaha including Respondents voluntarily execute two separate contracts.
- One is a 3-page Independent Contract Dancer Agreement and the second is 1-page Club
 Omaha Membership Agreement.

- 3) All of these contracts are written in simple plain language in 12-point times new roman font and are signed by Respondents together with their printed name and dancer name and signed by a Club Omaha representative.
- 4) Most dancers have entered multiple contracts because the terms of the parties' contractual relationships were modified slightly at different times between 2017 2021.
- 5) Respondents Andrea Grove (Harmony), Chrystina Winchell (Veronica), Diana Blanco (Mileena), Jade Guerrero (Mina), Allyia Lewis (Leelah), Rylee Struble (Lexie), and Tonya Contreras (Sondra) executed dozens of Dancer and Membership contracts with Claimants (collectively attached as Exhibit "A").
- 6) Respondents have violated the covenant of good faith and fair dealing in performance of these contracts, the arbitration clauses, class action waivers, confidentiality agreements, anti-defamation provisions, and numerous individual provisions of these contracts repeatedly together with violating the laws of the State of Nebraska, which govern the contracts between the parties.

A. DEFAMATION

- 7) Pursuant to paragraph 31 of the 2019 agreement (and other paragraphs in slightly modified versions of this Dancer Agreements), "Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances ..."
- 8) On or about January 21, 2020, Respondents Lewis and Struble maliciously published the following defamatory allegations regarding Claimants on a public Facebook page viewed by thousands of people: "Shane's a pedo (pedophile)" and "the customers all be doing coke (cocaine) with all the girls." These accusations are 100% false.

- 9) Respondents Grove, Winchell, Blanco, Guerrero, and Contreras have defamed Claimant Harrington by falsely accusing him of being a child molestor and a pimp.
- 10) Respondent Blanco told her boyfriend Shilo that Claimant Harrington was a "child molestor" provided a specific false example, and also falsely said that, "Shane is prostituting (anonymous dancer) out... and make her fuck customers..." and that, "Shane is going to jail."
- 11) On or about March 16, 2021, Respondent Grove went to opt-in Contreras's hair salon in Lincoln to get her hair done and stir up more trouble. While there she defamed Claimant Brad Contreras by telling Respondent Tonya Contreras that Brad harassed and assaulted dancers at Club Omaha, that Brad was selling cocaine to the dancers, and that Brad was trading sexual favors for free house and to let dancers go home early. All of these accusations are 100% false.
- 12) On or about March 16, 2021, Respondent Winchell sent a text to Respondent Grove that was sent to Respondent Contreras, Complainant Contreras and others stating as follows: "brad is a fucking creep he was always trying to solicit me and ... Brad would always be like 'Let me eat your pussy in the back room and I'll pay you 500 dollars ... He used to pay (anonymous dancer) to sleep with him too." (Exhibit "B") All of these accusations are 100% false.
- 13) On or about March 16, 2021, Respondent Contreras told Claimant Contreras that Respondent Guerrero said, "Brad always offered me free house for a blowjob in the office."

- 14) On or about March 16, 2021, Respondents Grove and Guerrero told Respondent

 Contreras that Claimant Harrington, "was a pimp, that he was having sex with half the
 dancers at the club, and that he was going to jail."
- 15) On or about May 2, 2021, Respondent Blanco told Respondent Contreras that Claimant "Shane was pimping out girls" and that Claimant Contreras "was gonna go to jail for selling drugs and forcing girls for sexual favors for free house or to go home without paying a fee" and that Claimant Contreras had "roofied (drugged) a dancer at Club Omaha causing her to pass out." All of these accusations are 100% false.
- 16) Respondent Grove approached a Club Omaha dancer at a gas station and told her she was "getting millions of dollars" from the lawsuit and that she should join.
- 17) Respondent Grove contacted other current and former dancers in public places and on social media, particularly Facebook with defamatory allegations regarding Claimants.
- 18) These defamatory publications regarding Harrington and Contreras were made to
 Respondent Contreras and other Respondents, dancers from the Lincoln, Nebraska strip
 club the Foxy Lady, to current and former dancers at Club Omaha, to friends and
 relatives including Blanco's former boyfriend Shilo, Claimant Contreras's mother Andrea
 Contreras, Blanco's sister Saria Blanco, and to other individuals.
- 19) Respondents Grove, Winchell, Blanco, and Guerrero have defamed Club Omaha's manager Brad Contreras by falsely accusing him of being a drug dealer and soliciting sex for money at Club Omaha.
- 20) Respondents, Grove, Winchell, Blanco and Guerrero have defamed Brad Contreras by stating among other things, "that it was commonly known that a dancer could get out of paying their house fee if they gave Brad a blowjob in the office."

- 21) These defamatory publications regarding Claimant Contreras were made to Respondent Contreras, Saria Blanco, dancers from the Lincoln, Nebraska strip club the Foxy Lady, to current and former dancers at Club Omaha, to friends and relatives including Blanco's former boyfriend Shilo, Contreras's mother Andrea Contreras, and to other individuals.
- 22) Respondents have libeled and slandered Claimants repeatedly over the past eighteen months verbally, by texts and emails, on social media, and in statements to the Omaha World Herald newspaper by way of the aforementioned false allegations and other defamatory publications.
- 23) Defamation violates Nebraska Revised Statutes (NRS) 25-839. Respondents have failed to respond to Claimants' requests for correction dated June 3, 2021 and from July 2020.
- 24) Claimants Harrington and Contreras have suffered emotional, mental, and psychological injuries and damages as a result of Respondents' malicious defamation.
- 25) Claimant Harrington has suffered monetary damages as a result of Respondents' malicious defamation.

B. SCREENSHOTS

- 26) Pursuant to paragraph 30 of the 2019 agreements, Performer "shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!)"
- 27) Respondents have taken and shared multiple screenshots of confidential group chats and shared them with numerous third parties, including the NEOC, the United States District Court of Nebraska, current and former Club Omaha dancers, the media, and lawyers and other third parties from 2019 to date.
- 28) Claimants have suffered damages as a result of the aforementioned conduct by Respondents.

C. CONFIDENTIALITY

- 29) Pursuant to paragraph 33 of the 2019 Dancer contracts, "Performer shall maintain the confidentiality of all activities and members at CO ..."
- 30) The Membership contract also states, "(M)embers shall maintain the privacy and confidentiality of all activities occurring on the property..."
- 31) Respondents have repeatedly violated these confidentiality provisions over the past eighteen months with Grove's NEOC complaint, Respondents' statements to third parties regarding occurrences at Club Omaha, Grove's statements to the media, Struble and Lewis's statements on social media regarding Claimants, and numerous other acts, including text messages, emails, phone calls and the exhibits attached hereto.
- 32) Attached as Exhibit "C" is a screenshot of a Club Omaha photograph posted on an adult Twitter page by Claimants during July 2020 for promotional purposes to a limited audience that follows the page.
- 33) Respondent Lewis violated the confidentiality provisions of her contracts by taking screenshots of this x-rated picture and posting it on social media for people of all ages together with adding degrading and insulting comments.
- 34) Attached as Exhibit "D" are screenshots from Respondent Rylee Struble posted on social media that violate the confidentiality provisions of her contracts.
- 35) During the course of her posts, Struble mistakenly states, "I don't have a contract with them," when her dancer and member contracts with confidentiality agreements are attached hereto as part of Exhibit "A."
- 36) On July 25, 2020, Claimants requested retraction of these publications without receiving a reply.

- 37) As a result of Respondents breaches of contract, Complainants have suffered monetary damages, the \$2,200 AAA filing fee for this proceeding, and damages to Complainants' reputation and business revenue in an amount to be determined by an arbitrator in excess of \$1,000,000.
- 38) Club Omaha dancers suffered damages to their reputation and emotional distress as a result of Respondents' posts and publications.
- 39) Claimants additionally request retraction by Respondents of all defamatory publications regarding Claimants.

SECOND CAUSE OF ACTION

TORTIOUS INTERFERENCE

- 40) Respondent Grove tortiously interfered with Club Omaha's contracts with Chrystina Winchell (Veronica), Diana Blanco (Mileena), Mary Hicks (Bella), Cassandra Schueth (Dallas), Destinee Magnuson (Jinx), Autumn Smith (Nikki), Katlynn Clark (Alexis), Jade Guerrero (Mina), Sara Frank (Zoe), Sierra Goodwin (Mya), Tonya Zemunski-Contreras (Sondra), Taylor Wolbert (Ana) and Theresa Paskey by providing misinformation and encouraging them to breach her contracts with Club Omaha, including the arbitration clause, class action waiver, 30 dispute resolution clause, and confidentiality agreement.
- 41) Respondent Winchell tortiously interfered with Club Omaha's contracts with former Club Omaha dancer Aleia Fauzea (Piper), by providing misinformation and encouraging Ms. Fauzea to breach her contracts with Club Omaha, including the arbitration clause, class action waiver, 30 dispute resolution clause, and confidentiality agreement.
- 42) To encourage the thirteen opt-ins to join the case, Respondents Grove and Winchell falsely told them that Defendant Harrington was a pimp, pedophile and child molestor

- and falsely told them that Defendant Contreras solicited prostitution and sold drugs at Club Omaha.
- 43) Furthermore, Grove and Winchell have informed the thirteen opt-ins that Defendants

 Harrington and Contreras are "going to jail" for crimes they didn't commit and aren't

 even accused of and that the lawsuit itself is about these criminal acts when in fact the

 case is a simple FLSA labor law case unrelated to these defamatory criminal allegations.
- 44) Respondents Grove and Winchell are aware that every current and former Club Omaha dancer have contracts with Club Omaha that include a confidentiality clause, class action waiver, 30-day dispute resolution clause, and arbitration clause.
- 45) Respondents Grove and Winchell did not tell the prospective opt-ins the basis for the lawsuit.
- 46) Respondents Grove and Winchell did not tell the prospective opt-ins the lawsuit was for minimum wages and overtime.
- 47) Respondents told current and former dancers at Club Omaha lies with the intention of causing them to stop dancing at Club Omaha.
- 48) Respondents encouraged current and former dancers to sue Claimants, without following the 30-day dispute resolution process, arbitration clause, class action waiver, and confidentiality agreement.
- 49) Respondents Grove and Winchell, though not attorneys, gave and continues to give legal advice to Club Omaha dancers for the purpose of soliciting them as Plaintiffs for their frivolous federal class action over the past 18-plus months.

- 50) Among other things, Grove and Winchell told the thirteen opt-ins in the federal FLSA labor law case that they were "getting millions" that their identity would remain confidential and that as class members they would not have to participate in the case.
- 51) They also advised them that the arbitration clauses, class action waivers, confidentiality agreements, AAA clauses and all other provisions they didn't like were unenforceable.
- 52) Respondent Grove's tortious interference has been the proximate cause of ending approximately fourteen contracts at Club Omaha, which has cost the club well over \$250,000 in damages.
- 53) Opt-ins in the lawsuit including Autumn Smith have contacted Club Omaha to resume dancing there, but due to Respondents' tortious interference, she is unable to return to the Club Omaha to dance.
- 54) As a result, Claimants have suffered \$250,000 in monetary damages due to Respondents' tortious interference together with attorneys' fees and the costs of this action.

THIRD CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

- 55) Respondents have engaged in intentional infliction of emotional distress against Claimant Harrington by falsely accusing him of being a child molestor, pimp, and engaging in other criminal conduct.
- 56) Respondent have engaged in intentional infliction of emotional distress against Claimant Contreras by accusing him of soliciting dancers for prostitution, by falsely accusing him of being a drug dealer, and by falsely accusing him of drugging a dancer.

- 57) Respondent Tonya Contreras has engaged in extreme and outrageous conduct by attempting to blackmail and extort money from Claimants Harrington and Contreras repeatedly since March of 2021.
- 58) Respondents have jointly engaged in a pattern of extreme and outrageous conduct that caused extreme emotional distress to Claimants Harrington and Contreras.
- 59) Claimant Harrington was so deeply disturbed by this defamation that he left the State of Nebraska to start a new life in Florida.
- 60) As a result of Respondents' malicious conduct, Claimant Harrington has suffered panic attacks, anxiety attacks, loss of sleep and appetite, and depression.
- 61) Respondent Harrington was also required to sell his club in Buffalo County, Nebraska for a fraction of what it was worth to escape the stress and anxiety of living in Nebraska where Respondents have severely tarnished his reputation.

FOURTH CAUSE OF ACTION

INVASION OF PRIVACY

- 62) Respondents individually and collectively have engaged in invasion of Claimants' privacy by taking screen shots of confidential Club Omaha communications and distributing them to the public.
- 63) Respondents have had and continue to have one or more spies in Club Omaha that feed Respondents screen shots and other confidential information for distribution to the public.
- 64) These private messages distributed to the public by Respondents include confidential corporate matters, confidential memorandum, confidential notices, and confidential emails, including trade secrets and confidential communications.

65) As a result of Respondents' invasion of privacy, Claimants have suffered \$1,000,000 in monetary damages together with attorneys' fees and the costs of this action.

FIFTH CAUSE OF ACTION

CONSPIRACY

- 66) Respondents, individually and jointly, including but not limited to Andrea Grove (Harmony), Chrystina Winchell (Veronica), Diana Blanco (Mileena), Jade Guerrero (Mina), Allyia Lewis (Leelah), Rylee Struble (Rylee), and Tonya Zemunski-Contreras (Sondra) are engaged in a conspiracy to commit breach of contract, defamation, perjury, fraud, extortion, blackmail and other torts and crimes against Claimants.
- 67) As such, all of these individuals are jointly and severally liable for the damages sustained by Claimants.
- 68) Wherefore, Claimants request an order declaring all Respondents responsible for Claimants' damages in the amount of \$1,000,000 plus attorneys' fees and the costs of this proceeding.

REQUEST FOR EQUITABLE RELIEF

RESTRAINING ORDER & PERMANENT INJUNCTION

- 69) Claimants request an order from the arbitrator precluding Respondents, their attorneys, and agents from contacting current and prior Club Omaha dancers and requiring them to remove negative posts from the internet regarding Claimants and their dancers published in violation of the parties' contracts and Nebraska law.
- 70) In addition, Claimants request an order requiring Respondents to remove all posts on social media, including Facebook, Instagram, Twitter, Google, etc. regarding Club

Omaha, Shane Harrington, Brad Contreras and all Club Omaha employees and dancers pursuant to the confidentiality clauses in the parties' contracts.

71) Lastly, Claimants demand that Respondents post retractions and apologies regarding all defamatory allegations on their social media pages.

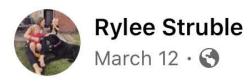
WHEREFORE, Claimants H & S Club Omaha, Inc., Shane Harrington, and Brad Contreras, hereby pray for relief in the amount of \$1,000,000 in damages from Respondents together with equitable relief, plus legal fees and the costs of this action.

June 24, 2021

Respectfully submitted,

Evan Spencer Attorney at Law 305 Broadway, 7th Floor New York, NY 10007 Tel. 917.547.4665 Evan@EvanSpencerEsq.com EvanSpencerEsq.com

Attorney for Claimants



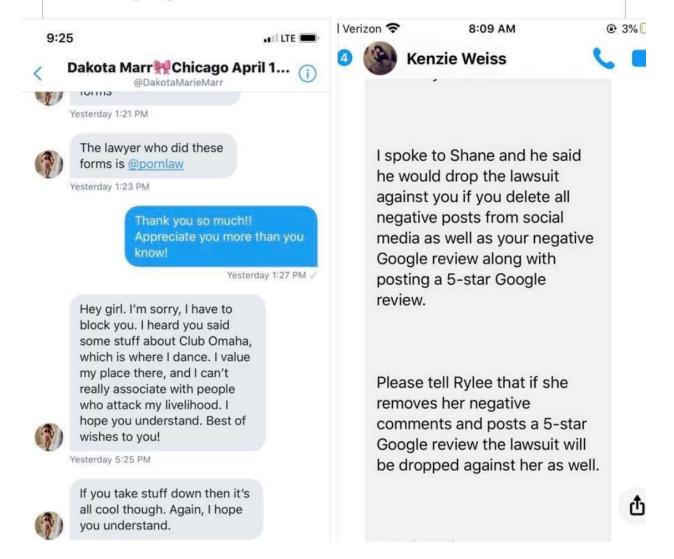
Keep sharing!!

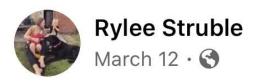


Rylee Struble

March 12 · 🕙

Here is yet ANOTHER BULLY TACTIC from club Omaha. And I'm TRULY DISGUSTED. This is nothing against the woman who work t... See More





Keep sharing!!

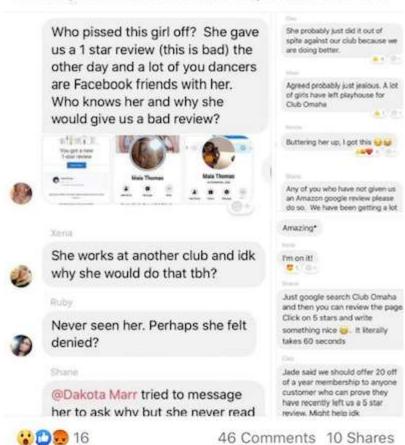


Rylee Struble recommends a Page. January 21 · 🚱

WOW they should really bring BRANDY back. I had a person I know try and go back to club Omaha. This woman Kenzie (I guess she's new management) asked her to send some pictures of herself before hire. My friend sent her the pictures of herself half nude from when she worked at the club a couple months ago. This WOMAN Kenzie proceeded to tell the employee she is too FAT and needed to loose weight..... but she wasn't too fat 6-7 months ago when she worked there and took those pictures?!?! What changed now. That's DISGUSTING trash if you ask me!!!!



Club Omaha Update. The level of crazy Shane
Harrington has resulted to is quite astonishing. This is
messages inside the club Omaha group chat, sending
girls to harass another dancer at a different club over
a 1 star review. Also going and telling the girls to go all
rate them 5 stars. So our true ratings of 1 star
untimely don't matter because they scam... See More





Allyia Lewis I like how you make a post but can't message me back weirdo go lick another butthole



8h Like Reply



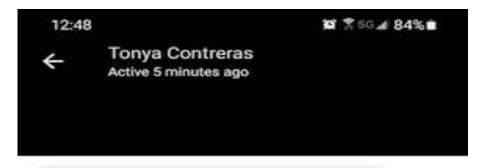
Allyia Lewis

I think it's so funny cuz every dancer at that club HAS to have That club Imao can't y'all money no where else and y'all make

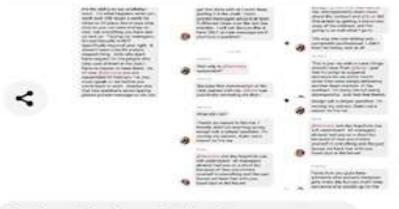
That bread selling pussy in the back, we know what club Omaha is capable of ,Shane weird all his dancers are weird and

None of y'all will do shit about it! Bye now butthole licker! Thanks for that cute cat you gave me back in 2018

8h Like Reply



And brad is a fucking creep he was always trying to solicit me and would always beg me for tips and I would always tell him "what makes you think you deserve a tip when you're begging for it" and he would get so mad but idc I never tipped him



Brad would always be like "Let me eat your pussy in the back room and I'll pay you 500 dollars" like no gross you beaver ass looking dumbass

He used to pay to sleep with him too

And he was paying amber that 19 year old



CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm 4:00 am).
- 3. CO is a private membership club that charges \$25 \$35 for a one-night membership, \$50 \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
- 6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
- 7. House is \$20 on weeknights (Sunday -- Thursday) and \$50 on weekends (Friday & Saturday) if Performer signs in by 6:30 pm. House is an additional \$10 if Performer signs in from 6:31 to 7:00 and \$10 additional every half hour thereafter. Performer must be dressed and ready to perform when signing in.
- 8. Performer must work a minimum of two weekday shifts from Sunday to Thursday.
- 9. If Performer works only one weekday in a given week she must pay a \$100 weekend penalty for the first weekend night she dances that week (plus House).
- 10. If Performer fails to dance at all during a given week she must pay a \$100 penalty for each weekend night she dances that week (plus House).
- 11. Performers are capped at 14 Sunday to Thursday with exceptions made for new Performers and Traveling Performers. Performers are capped at 18 Friday & Saturday with exceptions for Traveling Performers. The cap may be lifted for special events such as College World Series and Berkshire Hathaway Convention.
- 12. Performers who dance at least three weekdays for a full 8-hour shift earn free weekend House for Friday and/or Saturday night. Performers must reserve weekend spots Thursday evening and sign in by 9:00 pm Friday and/or Saturday to work.

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- 13. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
- 14. Management may run dance specials from time to time as needed.
- 15. There will be a \$20 penalty if Performer gets less than two private dances in a shift.
- 16. Performers may buy themselves off stage for \$100 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets without penalty.
- 17. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
- 18. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
- 19. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
- 20. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 21. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 22. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 23. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 24. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 25. Performers are responsible for paying taxes as required by law.
- 26. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
- 27. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
- 28. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 29. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running

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dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.

- 30. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). AG (Initial)
- 31. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. At (Initial)
- 32. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
- 33. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
- 34. CO may modify this agreement with written notice to Performer.
- 35. CO may suspend Performer for violating any of these rules or regulations.
- 36. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

Agreed and accepted this 18 day of June, by and between:

Andrea Grove
Performer's Real Name Printed Performer's Signature

Hormony
Dancer Name

Slinkyham Dny a Gnav
Performer's Phone Number Performer's Email

CO Representative's Name Printed Co Representative's Signature

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
- 3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
- 6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
- 7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
- 8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
- 9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
- 10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
- 11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

- 12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
- 13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
- 14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
- 15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
- 16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
- 17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
- 19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
- 22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 24. Performers are responsible for paying taxes as required by law.
- 25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
- 26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

- 27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
- 29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
- 30. Performer shall maintain the confidentiality of all activities and members at CO.
- 31. CO may modify this agreement with written notice to Performer.

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- 32. CO may suspend Performer for violating any of these rules or regulations.
- 33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

| Agreed and accepted thisday of | , by and between. |
|--|---------------------------------------|
| Andrea Grove Performer's Real Name Printed | Andrea Gra Performer's Signature |
| Harma Dancer N | Jame 4 |
| Performer's Phone Number Shave Havington | Adeloris 27 a amail Performer's Email |
| CO Representative's Name Printed | CO Representative's Signature |

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP, HORM ONY CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Slub Omaha. Are you a law enforcement officer or working with law enforcement? NO (If so, please execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

| Name: Andrea Grove | Phone: (402)504-7972Date: 9 10, 2018 |
|---------------------------|--------------------------------------|
| Signature: Aloche a Grand | Email: Adeloris 272 amail |

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm 4:00 am).
- 3. CO is a private membership club that charges \$25 \$35 for a one-night membership, \$50 \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
- 6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
- 7. House is \$20 on weeknights (Sunday Thursday) and \$50 on weekends (Friday & Saturday) if Performer signs in by 6:30 pm. House is an additional \$10 if Performer signs in from 6:31 to 7:00 and \$10 additional every half hour thereafter. Performer must be dressed and ready to perform when signing in.
- 8. Performer must work a minimum of two weekday shifts from Sunday to Thursday.
- 9. If Performer works only one weekday in a given week she must pay a \$100 weekend penalty for the first weekend night she dances that week (plus House).
- 10. If Performer fails to dance at all during a given week she must pay a \$100 penalty for each weekend night she dances that week (plus House).
- 11. Performers are capped at 14 Sunday to Thursday with exceptions made for new Performers and Traveling Performers. Performers are capped at 18 Friday & Saturday with exceptions for Traveling Performers. The cap may be lifted for special events such as College World Series and Berkshire Hathaway Convention.
- 12. Performers who dance at least three weekdays for a full 8-hour shift earn free weekend House for Friday and/or Saturday night. Performers must reserve weekend spots Thursday evening and sign in by 9:00 pm Friday and/or Saturday to work.

- 13. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
- 14. Management may run dance specials from time to time as needed.
- 15. There will be a \$20 penalty if Performer gets less than two private dances in a shift.
- 16. Performers may buy themselves off stage for \$100 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets without penalty.
- 17. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
- 18. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
- 19. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
- 20. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 21. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 22. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 23. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 24. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 25. Performers are responsible for paying taxes as required by law.
- 26. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
- 27. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
- 28. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 29. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running

- dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.
- 30. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). (Initial)
- 31. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. (Initial)
- 32. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
- 33. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
- 34. CO may modify this agreement with written notice to Performer.

Agreed and accepted this ______ day of __ Hugust

CO Representative's Name Printe

- 35. CO may suspend Performer for violating any of these rules or regulations.
- 36. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

| Performer's Real Name Printed | Performer's Signature |
|-------------------------------|---------------------------|
| Veronic | OL |
| Dancer Na | ame |
| (712)326-7732 | Stinawinchell @ gmall.com |
| Performer's Phone Number | Performer's Email |

resentative's Signature

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CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP, CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 2603 – 2607 S. 120th Street, Omaha, NE, featuring live entertainment. No law enforcement officer or investigator may join CLUB OMAHA or enter the property without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? (If so, please exit the premises immediately!). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50,00 annual membership fee, \$15.00 one-night membership fee (limited time only), or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, fees, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations") as well as the laws of the City of Omaha and State of Nebraska.

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, banned, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, landlord, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the property, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: `

Signature

Email

WCMekbone: [H

Finawirchetto gmail.com

CLUB OMAHA * 2607 S. 120th Street, Omaha, NE 68144 * www.ClubOmaha.club

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ic. 10:00 pm 4:00 am).
- 3. CO is a private membership club that charges \$25 \$35 for a one-night membership, \$50 \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
- 6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
- 7. House is \$20 on weeknights (Sunday Thursday) and \$50 on weekends (Friday & Saturday) if Performer signs in by 6:30 pm. House is an additional \$10 if Performer signs in from 6:31 to 7:00 and \$10 additional every half hour thereafter. Performer must be dressed and ready to perform when signing in.
- 8. Performer must work a minimum of two weekday shifts from Sunday to Thursday.
- 9. If Performer works only one weekday in a given week she must pay a \$100 weekend penalty for the first weekend night she dances that week (plus House).
- 10. If Performer fails to dance at all during a given week she must pay a \$100 penalty for each weekend night she dances that week (plus House).
- 11. Performers are capped at 14 Sunday to Thursday with exceptions made for new Performers and Traveling Performers. Performers are capped at 18 Friday & Saturday with exceptions for Traveling Performers. The cap may be lifted for special events such as College World Series and Berkshire Hathaway Convention.
- 12. Performers who dance at least three weekdays for a full 8-hour shift earn free weekend House for Friday and/or Saturday night. Performers must reserve weekend spots Thursday evening and sign in by 9:00 pm Friday and/or Saturday to work.

- 13. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
- 14. Management may run dance specials from time to time as needed.
- 15. There will be a \$20 penalty if Performer gets less than two private dances in a shift.
- 16. Performers may buy themselves off stage for \$100 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets without penalty.
- 17. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
- 18. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
- 19. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
- 20. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 21. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 22. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 23. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 24. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 25. Performers are responsible for paying taxes as required by law.
- 26. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
- 27. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
- 28. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 29. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running



dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.

- 30. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!).
- 31. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. (Initial)
- 32. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
- 33. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
- 34. CO may modify this agreement with written notice to Performer.
- 35. CO may suspend Performer for violating any of these rules or regulations.
- 36. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

| Agreed and accepted thisday of | by and between: | |
|----------------------------------|-------------------------------|--|
| Performer's Real Name Printed | Performer's Signature | |
| Dancer Name | | |
| 4026379013 | | |
| Performer's Phone Number | Performer's Email | |
| Share Harrington | | |
| CO Representative's Name Printed | (O Representative's Signature | |

CLUB OMAHA TEMPORARY

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

- 1. CO operating hours are 8:00 pm to 12:00 am Wednesday to Sunday. CO may open other dates and times for private parties or by appointment.
- 2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours.
- 3. Performer must be walked to their cars at night by security or a manager.
- 4. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
- 5. House is 10% of Performer's daily gross of \$200 or more (no house if performer grosses less than \$200).
- 6. Performer must be dressed and ready to perform when signing in. No weekend penalties for not working weeknights, no minimum shifts, no traveling contracts, and no cap on entertainers.
- 7. Dance prices are \$40 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$50 for Performer), \$200 for a 30-minute bed dance (\$100 for Performer) and other prices for Toy Shows and other performances all with a 50/50 split to CO.
- 8. Performer will split all tips with CO on a 50/50 basis.
- 9. Management may run dance specials from time to time and Gold members receive an extra 5 minutes for every 15-minute dance.
- 10. A shift is at least four hours between 8:00 pm and 12:00 am or as set up by the manager.
- 11. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
- 12. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media during the term of this agreement and in perpetuity thereafter.
- 13. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 14. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 15. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive

- unemployment benefits, worker's compensation, disability, or any similar employeerelated benefits from CO.
- 16. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 17. Performers are responsible for paying taxes as required by law.
- 18. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
- 19. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
- 20. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 21. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!).
- 22. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation.
- 23. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
- 24. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
- 25. CO may modify this agreement with written notice to Performer.
- 26. CO may suspend Performer for violating any of these rules or regulations.
- 27. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

| Agreed and accepted thisday ofday | 2020, by and between: | |
|--|-------------------------------|--|
| Performer's Real Name Printed | Performer's Signature | |
| <u>Mileena</u> Dancer Name | | |
| Performer's Phone Number | Performer's Email | |
| Shave Harrington CO Representative's Name Printed | CO Respesentative's Signature | |

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CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
- 3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
- 6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
- 7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
- 8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
- 9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
- 10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
- 11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

- 12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
- 13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
- 14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
- 15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
- 16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
- 17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
- 19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
- 22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 24. Performers are responsible for paying taxes as required by law.
- 25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
- 26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

- 27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
- 29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
- 30. Performer shall maintain the confidentiality of all activities and members at CO.
- 31. CO may modify this agreement with written notice to Performer.
- 32. CO may suspend Performer for violating any of these rules or regulations.
- 33. CO and/or Performer may terminate this agreement at any time with written notice.

| Agreed and accepted thisday of | by and between: |
|----------------------------------|-------------------------------|
| Performer's Real Name Printed | Performer's Signature |
| Milee | |
| Dancer | Name |
| Performer's Phone Number | Performer's Email |
| Co Representative's Name Printed | CO Representative's Signature |

CLUB OMAHA

Independent Contract Dancer Agreement

Mileena H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm - 4:00 am).
- 3. CO is a private membership club that charges \$25 \$35 for a one-night membership, \$50 - \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 -6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
- 6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
- 7. House is \$30 until 6:31pm (\$10 additional each half hour) Sunday to Thursday, \$50 until 6:31pm (\$10 additional each half hour) Friday & Saturday. Performer must be dressed and ready to perform when signing in. No weekend penalties for not working weeknights, no minimum shifts, no traveling contracts, and no cap on entertainers.
- 8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
- 9. Management may run dance specials from time to time as needed and Gold members receive an extra 5 minutes for every 15-minute dance.
- 10. There is a \$20 penalty if Performer gets less than two private dances in a shift.
- 11. Performer may buy herself off stage for \$100 per shift. When a Performer buys herself off stage they have the option of dancing one or more sets without penalty.
- 12. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
- 13. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
- 14. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.

- 15. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 16. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 17. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 18. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 19. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 20. Performers are responsible for paying taxes as required by law.
- 21. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
- 22. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
- 23. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 24. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.
- 25. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). Do (Initial)
- 26. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. DR (Initial)
- 27. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.

- 28. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
- 29. CO may modify this agreement with written notice to Performer.
- 30. CO may suspend Performer for violating any of these rules or regulations.
- 31. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

| Agreed and accepted this QL day ofday | by and between: |
|---|---|
| Performer's Real Name Printed | Performer's Signature |
| Dancer Na | me |
| Performer's Phone Number | Consevandagnail. Con Performer's Email |
| Shave HarriNoton CO Representative's Name Printed | CO Representative's Signature |

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
- 3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
- 6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
- 7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
- 8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
- 9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
- 10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
- 11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

- 12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
- 13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
- 14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
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- 17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
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- 25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
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- 27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
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- 31. CO may modify this agreement with written notice to Performer.
- 32. CO may suspend Performer for violating any of these rules or regulations.
- 33. CO and/or Performer may terminate this agreement at any time with written notice.

| Agreed and accepted this day of | inuary 2019, by and between: |
|--|-------------------------------|
| Dance Blanco Performer's Real Name Printed | Performer's Signature |
| Dancer N | VIII Milecna Name |
| 402 637 9063 Performer's Phone Number | Performer's Email |
| Shave Havnuston CO Representative's Name Printed | CO Representative's Signature |

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CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

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- 8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
- 9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
- 10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
- 11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

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- 13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
- 14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
- 15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
- 16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
- 17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
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- 20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
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- 22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 24. Performers are responsible for paying taxes as required by law.
- 25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
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- 32. CO may suspend Performer for violating any of these rules or regulations.
- 33. CO and/or Performer may terminate this agreement at any time with written notice.

| Agreed and accepted this Agreed and accepted this | AUGUST 2018, by and between: |
|---|-------------------------------|
| Dana a Blanco Performer's Real Name Printed | Performer's Signature |
| Dance | r Name |
| Performer's Phone Number | Performer's Email |
| CO Representative's Name Printed | CO Representative's Signature |

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Milesena

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP, CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? 16 (If so, please execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

| Name: | Diana C.B.lan | Ω0 | _ Phone: (402) 637-9063 | _Date: <u>Aug 6 7</u> , 2018 |
|-------|---------------|----|-------------------------|------------------------------|
| | | | | |

Signature: Hana () Dolu Email: () Dono 1720 () Con

CLUB OMAHA * 7301 Farnam Street, Omaha, NE * www.ClubOmaha.club

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CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP, CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 2603 – 2607 S. 120th Street, Omaha, NE, featuring live entertainment. No law enforcement officer or investigator may join CLUB OMAHA or enter the property without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? (If so, please exit the premises immediately!). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annotal membership fee, \$15.00 one-night membership fee (limited time only), or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, fees, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations") as well as the laws of the City of Omaha and State of Nebraska.

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, banned, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, landlord, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the property, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

| Name: Dana Blanco | Phone: | Date: 5 6, 2019 |
|-----------------------|--------|-----------------|
| Signature: Hence Have | Email: | |

8:20-cv-00193-JFB-MDN Doc # 206-5 Filed: 06/28/21 Page 49 of 84 - Page 40 / 4/3206

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP, CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 2607 S. 120th St., Omaha, NE, featuring live entertainment. All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$15.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees expressly paid for live entertainment only. All members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., Club 120, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations") as well as the laws of the City of Omaha and State of Nebraska.

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, stalking, vandalism, public urination, littering, graffiti, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I waive, release and discharge The Corporations and their shareholders, members, employees, contractors, guests, landlord, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the property, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I shall indemnify, hold harmless, and promise not to sue The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration, if necessary with the American Arbitration Association at their regional office in Denver, CO. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

| Name: Diana CR Cano | Phone: 10 637 9068 Date: 01 | , 2019 |
|---------------------|-----------------------------|--------|
| Signature: How Rlan | Email: completranetura | mail |

CLUB OMAHA

Independent Contract Traveling Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Traveling Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Traveling Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm 4:00 am).
- 3. CO is a private membership club that charges \$25 \$35 for a one-night membership, \$50 \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Traveling Performer is required to notify the club or a manager via Facebook 24 hours before they arrive. There are only three traveling spots reserved for entertainers.
- 6. Traveling Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights.
- 7. Traveling Performer must enter CO through the back from 5:30 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
- 8. If Traveling Performer fails to appear for a requested shift they will be fined \$100 due prior to their next shift. A second offense will result in termination of this contract.
- 9. A shift is at least six hours between 6:00 pm and 5:00 am or as set up by the manager.
- 10. Traveling Performer shall pay a house fee ("House") per shift for rental of a private locker and access to dressing room, stage and private rooms for professional purposes.
- 11. House for Traveling Performers is \$100 if you sign in by 9:00 pm. House fees from 9:01 pm to 11:00 pm are an additional \$10 every half hour after 9:00 that you sign in.
- 12. Traveling Performer must be dressed and ready to perform when they sign in.
- 13. Performers are capped at 14 Sunday to Thursday with exceptions made for new Performers and Traveling Performers, particularly on Mondays during auditions. Performers are capped at 18 Friday & Saturday with exceptions for Road Girls. The cap may be lifted for special events such as College World Series and Berkshire Hathaway Convention.

- 14. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
- 15. Management may run dance specials from time to time as needed.
- 16. There will be a \$20 penalty if Performer gets less than two private dances in a shift.
- 17. Traveling Performer may buy themselves off stage for \$100 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets.
- 18. A shift is at least six hours between 6:00 pm and 5:00 am or as set up by the manager.
- 19. Traveling Performer may pay a \$50 penalty plus House to leave before they have reached six hours.
- 20. Traveling Performer is allowed to work at any other clubs not associated with CO as long as Traveling Performer meets the requirements set forth in this agreement.
- 21. Traveling Performer consents to allow CO to use Traveling Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 22. Traveling Performer agrees that if CO is promoting them on any social media Traveling Performer is required to be there every night that is included in the promotion.
- 23. Traveling Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 24. Traveling Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Traveling Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 25. Traveling Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 26. Traveling Performers are responsible for paying taxes as required by law.
- 27. Traveling Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
- 28. Traveling Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
- 29. Traveling Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 30. CO suggests that Traveling Performer follows an optional tipping structure to reward the team that makes it possible for you to make money each night. Traveling Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and

recommending you to members for private dances. Some things the manager does to help you make money are: running dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.

- 31. Traveling Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). _____ (Initial)
- 32. Traveling Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. (Initial)
- 33. Traveling Performer shall not give personal contact information to any CO member and shall not socialize with any CO member outside the clubs without permission of CO.
- 34. Traveling Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
- 35. CO may modify this agreement with written notice to Traveling Performer.
- 36. CO may suspend Traveling Performer for violating any of these rules or regulations.
- 37. CO or Traveling Performer may terminate this agreement with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

Agreed and accepted this 24h day of 2019, by and between:

Traveling Performer's Phone Number

OO Kepresentative's Signature

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CLUB OMAHA

Independent Contract Dancer Agreement (Traveling Dancers)

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
- 3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
- 6. House fees for Traveling Performers are \$100 if you sign in by 10:00 pm. House fees from 10:01 to 10:30 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
- 7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 Friday & Saturday. Traveling Performers may break cap for an additional fee of \$50.
- 8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
- 9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
- 10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
- 11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to without penalty.

- 12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and play lists is optional.
- 13. Traveling Performer are required to notify the club or a manager via FaceBook 24 hours before they arrive. There are only three traveling spots reserved for entertainers.
- 14. If Performer fails to appear for a requested shift they will be fined \$100 the first time. This fee is due at the beginning of there next requested shift. a 2nd offense will result in a termination of contract.
- 15. A shift is at least six hours between 6:00 pm and 5:00 am or as set up by the manager.
- 16. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 17. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
- 18. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 19. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 20. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
- 21. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 22. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 23. Performers are responsible for paying taxes as required by law.
- 24. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
- 25. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
- 26. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 27. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.

- 28. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
- 29. Performer shall maintain the confidentiality of all activities and members at CO.
- 30. CO may modify this agreement with written notice to Performer.
- 31. CO may suspend Performer for violating any of these rules or regulations.
- 32. CO and/or Performer may terminate this agreement at any time with written notice.

| Agreed and accepted this 20 day of 2019, by and between: |
|--|
| Tonya Contraras Performer's Real Name Printed Reformer's Signature |
| Sond ron Dancer Name |
| Performer's Phone Number Performer's Email Performer's Email |
| CO Representative's Name Printed ORepresentative's Signature |

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
- 3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
- 6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
- 7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
- 8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
- 9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
- 10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
- 11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

- 12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
- 13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
- 14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
- 15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
- 16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
- 17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
- 19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
- 22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 24. Performers are responsible for paying taxes as required by law.
- 25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
- 26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
- 27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.

- 28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
- 29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
- 30. Performer shall maintain the confidentiality of all activities and members at CO.
- 31. CO may modify this agreement with written notice to Performer.
- 32. CO may suspend Performer for violating any of these rules or regulations.
- 33. CO and/or Performer may terminate this agreement at any time with written notice.

| Agreed and accepted thisday of | September 2018, by and between: |
|--|---------------------------------|
| Performer's Real Name Printed | Performer's Signature |
| Dance | r Name |
| 4025019619 Performer's Phone Number | Performer's Email |
| CO Representative's Name Printed | QO Representative's Signature |

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
- 3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
- X
- 6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
 - 7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
 - 8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
 - 9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
 - 10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
 - 11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

- 12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
- 13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
- 14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
- 15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
- 16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
- 17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
- 19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
- 22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 24. Performers are responsible for paying taxes as required by law.
- 25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
- 26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

- 27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
- 29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
- 30. Performer shall maintain the confidentiality of all activities and members at CO.
- 31. CO may modify this agreement with written notice to Performer.

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- 32. CO may suspend Performer for violating any of these rules or regulations.
- 33. CO and/or Performer may terminate this agreement at any time with written notice.

| Agreed and accepted this $\frac{1}{2}$ $\frac{1}{2}$ $\frac{1}{2}$ day of | , by and between: |
|---|-------------------------------|
| Performer's Real Name Printed | Performer's Signature |
| Dancer Nan | ne |
| 402-250-5463 Performer's Phone Number | Performer's Email |
| Shave Harriator CO Representative's Name Printed | CO Representative's Signature |
| | |

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CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
- 3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
- 6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
- 7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
- 8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
- 9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
- 10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
- 11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

- 12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
- 13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
- 14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
- 15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
- 16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
- 17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
- 19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
- 22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 24. Performers are responsible for paying taxes as required by law.
- 25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
- 26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

- 27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
- 29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
- 30. Performer shall maintain the confidentiality of all activities and members at CO.
- 31. CO may modify this agreement with written notice to Performer.
- 32. CO may suspend Performer for violating any of these rules or regulations.
- 33. CO and/or Performer may terminate this agreement at any time with written notice.

| Agreed and accepted this 2nd day of | JULY , by and between: |
|--|------------------------|
| Allyia Lewis Performer's Real Name Printed | Performer's Signature |

Dancer Name

Performer's Phone Number

Performer's Email

CO Representative's Name Printed

CO Representative's Signature

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CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP, CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? (If so, please execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, alone with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

| Name: | Allyia | lewis | Phone: 402-250- | 5463 Date: 3/18/20, 2019 |
|-------|--------|-------|-----------------|--------------------------|
| | | < ^ | | Lewis 49 gmail |

CLUB OMAHA * 7301 Farnam Street, Omaha, NE * www.ClubOmaha.club

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CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP, CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement?

Omaha. Are you a law enforcement officer or working with law enforcement?

Official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement?

Official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement?

Official capacity without a warrant or advance permission from Club Omaha execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: 41410 6015 Phone: 402-250-5403 Date: 114 2, 2018

Signature: Clely a feel Email: a WISG219 Fucced

CLUB OMAHA * 7301 Farnam Street, Omaha, NE * www.ClubOmaha.club

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CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
- 3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
- 6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
- 7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
- 8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
- 9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
- 10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
- 11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

- 12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
- 13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
- 14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
- 15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
- 16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
- 17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
- 19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
- 22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 24. Performers are responsible for paying taxes as required by law.
- 25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
- 26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

- 27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
- 29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
- 30. Performer shall maintain the confidentiality of all activities and members at CO.
- 31. CO may modify this agreement with written notice to Performer.
- 32. CO may suspend Performer for violating any of these rules or regulations.
- 33. CO and/or Performer may terminate this agreement at any time with written notice.

| Agreed and accepted this 27 day of _ | May | , by and between: |
|---|----------|---------------------------|
| Jude Guerrero Performer's Real Name Printed | Performe | Zuenero er's Signature |
| Dance | er Name | |
| 402-215-7696 Performer's Phone Number | | er's Email |
| Compresentative's Name Printed | | ative's Signature |
| _ | | |

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm 4:00 am).
- 3. CO is a private membership club that charges \$25 \$35 for a one-night membership, \$50 \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
- 6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
- 7. House is \$20 on weeknights (Sunday Thursday) and \$50 on weekends (Friday & Saturday) if Performer signs in by 6:30 pm. House is an additional \$10 if Performer signs in from 6:31 to 7:00 and \$10 additional every half hour thereafter. Performer must be dressed and ready to perform when signing in.
- 8. Performer must work a minimum of two weekday shifts from Sunday to Thursday.
- 9. If Performer works only one weekday in a given week she must pay a \$100 weekend penalty for the first weekend night she dances that week (plus House).
- 10. If Performer fails to dance at all during a given week she must pay a \$100 penalty for each weekend night she dances that week (plus House).
- 11. Performers are capped at 14 Sunday to Thursday with exceptions made for new Performers and Traveling Performers. Performers are capped at 18 Friday & Saturday with exceptions for Traveling Performers. The cap may be lifted for special events such as College World Series and Berkshire Hathaway Convention.
- 12. Performers who dance at least three weekdays for a full 8-hour shift earn free weekend House for Friday and/or Saturday night. Performers must reserve weekend spots Thursday evening and sign in by 9:00 pm Friday and/or Saturday to work.

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- 13. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
- 14. Management may run dance specials from time to time as needed.
- 15. There will be a \$20 penalty if Performer gets less than two private dances in a shift.
- 16. Performers may buy themselves off stage for \$100 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets without penalty.
- 17. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
- 18. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
- 19. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
- 20. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 21. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 22. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 23. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 24. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 25. Performers are responsible for paying taxes as required by law.
- 26. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
- 27. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
- 28. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 29. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running

5.1

dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.

- 30. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!).
- 31. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. (Initial)
- 32. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
- 33. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
- 34. CO may modify this agreement with written notice to Performer.
- 35. CO may suspend Performer for violating any of these rules or regulations.
- 36. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

| Agreed and accepted this <u>June</u> day of | , by and between: |
|--|---|
| Tade Guerrero Performer's Real Name Printed | Performer's Signature |
| Min2_ Dancer | Name |
| Performer's Phone Number | Jade Courrero De Quest. Com Performers Email |
| Shave Hawington CO Representative's Name Printed | (O Representative's Signature |

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CLUB OMAHA

Independent Contract Dancer Agreement

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Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

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- 2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
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- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
- 6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
- 7. Total Performers are capped at 10 from Sunday to Thursday. Total Performers are capped at 20 from Friday & Saturday.
- 8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
- 9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
- 10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
- 11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to without penalty.

- 12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and play lists is optional.
- 13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
- 14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
- 15. A shift is at least six hours between 6:00 pm and 5:00 am or as set up by the manager.
- 16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
- 17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
- 18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
- 19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
- 20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
- 21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
- 22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
- 23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
- 24. Performers are responsible for paying taxes as required by law.
- 25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
- 26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
- 27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.

- 28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
- 29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
- 30. Performer shall maintain the confidentiality of all activities and members at CO.
- 31. CO may modify this agreement with written notice to Performer.
- 32. CO may suspend Performer for violating any of these rules or regulations.
- 33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

| Agreed and accepted this 15 day of | November, by and between: |
|---|-------------------------------|
| Performer's Real Name Printed | Performer's Signature |
| | Name |
| Performer's Phone Number | Performer's Email |
| Evan Spencer CO Representative's Name Printed | CO Representative's Signature |

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

- 1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
- 2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
- 3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
- 4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
- 5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
- 6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
- 7. Total Performers are capped at 10 from Sunday to Thursday. Total Performers are capped at 20 from Friday & Saturday.
- 8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
- 9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
- 10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
- 11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

- 12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
- 13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
- 14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
- 15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
- 16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
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- 24. Performers are responsible for paying taxes as required by law.
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- 27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
- 28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
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| Stri tuesday | |
|---|---------------|
| Agreed and accepted this day of Dec 2017, by a | nd between: |
| е | (|
| Performer skeal Name Printed Penformer's Signature | ire |
| <u>Laver</u> | |
| Dancer Name | |
| γ | v |
| Performer's Phone Number Performer's Phone Number Performer's Email | e egnéil: com |
| Doe Eval | |
| CO Representative's Name Printed CO Representative's Sign | ature |

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP, CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 2603 – 2607 S. 120th Street, Omaha, NE, featuring live entertainment. No law enforcement officer or investigator may join CLUB OMAHA or enter the property without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? (If so, please exit the premises immediately!). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 amual membership fee, \$15.00 one-night membership fee (limited time only); or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, fees, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations") as well as the laws of the City of Omaha and State of Nebraska.

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, banned, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, landlord, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the property, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Jack America Phone: 403-215-7696 Date: 5-27-19, 2019

Email: Jade Querer 5 Qa gmail.com

CLUB OMAHA * 2607 S. 120th Street, Omaha, NE 68144 * www.ClubOmaha.club

Signature:

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP, CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? (If so, please execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

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Name: Name:

Phone: 402-215-769 Date: 113, 2017

Signature:

Email: Jade Coverserd Sto Q amail Com

CLUB OMAHA * 7301 Farnam Street, Omaha, NE * www.ClubOmaha.club

CLUB OMAHA

Independent Contract Dancer Agreement

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Agreed and accepted this 4th day of 3ctobec, by and between: RyleeStrope Bleestrope

Rylee

102-505-1928

Joe trans

Performer's Email

CO Representative's Name Printed

Co Representative's Signature

8:20-cv-00193-JFB-MDN _000#/206-5 Filed: 46/28/21 Page 84 of 84 - Page ID # 3243

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP, CONFIDENTIALITY AGREEMENT & INJURY WAIVER

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Name: Rytel Struble Phone: 402-505-1928 Date: 1014, 2017

ignature: Mylee of more Email: Mylee. Struble & yorhoo co

CLUB OMAHA * 7301 Farnam Street, Omaha, NE * www.ClubOmaha.club